



CITY OF ATLANTA

Kasim Reed
Mayor

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DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB
Chief Procurement Officer
asmith@atlantaga.gov

June 7, 2011

Dear Potential Proponent:

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);
FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and
FC-5227 through FC-5229; Retail Concessions (Packages No. 1 - 3) at Hartsfield-
Jackson Atlanta International Airport**

Attached is a copy of **Addendum No. 3**, which is hereby made a part of the above- referenced project.

For additional information, please contact Ms. Carla M. Cail, Contracting Officer, at (404) 330-6119, by fax at (404) 658-7705 or by email at ccail@atlantaga.gov.

Sincerely,

Adam L. Smith

ALS/CMC

Attachment

Addendum No. 3

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);
FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and
FC-5227 through FC-5229; Retail Concessions (Packages No. 1 - 3) at Hartsfield-Jackson
Atlanta International Airport**

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ACKNOWLEDGMENT OF ADDENDUM NO. 3

Proponents must sign below and return this form with proposal package to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1790, Atlanta, Georgia 30303.

Sealed proposals for **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5); FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and FC-5227 through FC-5229; Retail Concessions (Packages No. 1 - 3) at Hartsfield-Jackson Atlanta International Airport** (the "Airport") will be received by designated staff of the Department of Procurement ("DOP") at 55 Trinity Avenue, S.W., City Hall South, Suite 1790, Atlanta, Georgia 30303.

This Request for Proposal ("RFP") from qualified Proponents ("Proponent" or "Proponents") by the City, on behalf of its Department of Aviation ("DOA"), seeks to procure Concessions Agreements for the operation of food and beverage retail concessions locations throughout the Airport.

FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5) will be received no later than 1:59 p.m., **Tuesday, July 12, 2011.**

FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9) will be received no later than 1:59 p.m., **Monday, July 18, 2011.**

FC-5227 through FC-5229; Retail Concessions (Packages No. 1 - 3) will be received no later than 1:59 p.m., **Friday, July 15, 2011.**

This is to acknowledge receipt of **Addendum No. 3** on the _____ day of _____, 2011.

Legal Name of Proponent

Signature of Authorized Representative

Printed Name

Title

Date

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);
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This Addendum forms a part of the proposal document and **modifies** the original RFP as noted below. ***Revisions*** are depicted in ***bold italic*** face type unless stated otherwise.

A. REVISIONS

Unless otherwise specified, these Revisions apply to all Food and Beverage (FC-5191 through FC-5199) and all Retail (FC-5227 through FC-5229) Packages.

1. PART 1: Information and Instructions to Proponents.

***a. Food & Beverage Package No. 5 (FC-5195), Part 1, Section 1, Services Being
Procured reads:***

This Request for Proposals (“RFP”) from qualified Proponents by the City of Atlanta (“City”), on behalf of its Department of Aviation (“DOA”) seeks to procure an agreement for the operation of the nine (9) separate food and beverage locations and two (2) food court common areas on the Atrium and seven (7) food and beverage concessions locations and three (3) food court common areas on Concourse F totaling approximately 41,063 square feet at Hartsfield-Jackson Atlanta International Airport. For purposes of this RFP, “Proponent” is the entity submitting a proposal in response to this RFP. A more detailed Scope of Concessions Services sought in this procurement is set forth in Exhibit A attached to this Part 1; Information and Instructions to Proponents and in the Form of Agreement (“Concessions Agreement”); Contract No. FC-5195; Food and Beverage Concession (Package No. 5), included in this RFP Part 5.

Replace with:

This Request for Proposals (“RFP”) from qualified Proponents by the City of Atlanta (“City”), on behalf of its Department of Aviation (“DOA”) seeks to procure an agreement for the operation of the nine (9) separate food and beverage locations and two (2) food court common areas on the Atrium and seven (7) food and beverage concessions locations and three (3) food court common areas on Concourse F totaling approximately 41,254 square feet at Hartsfield-Jackson Atlanta International Airport. For purposes of this RFP, “Proponent” is the entity submitting a proposal in response to this RFP. A more detailed Scope of Concessions Services sought in this procurement is set forth in Exhibit A attached to this Part 1; Information and Instructions to Proponents and in the Form of Agreement (“Concessions Agreement”); Contract No. FC-5195; Food and Beverage Concession (Package No. 5), included in this RFP Part 5.

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);
FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and
FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson
Atlanta International Airport**

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b. Part 1, Section 5.3 reads:

In addition to the minimum requirements outlined in paragraph 5, if the Proponent is a partnership/joint venture or an individual, the individual majority interest holder in the partnership/joint venture or the individual that will be responsible for the operation of the food and beverage concessions must have the experience required above and present evidence of that experience in its proposal.

Replace with:

In addition to the minimum requirements outlined in paragraph 5, if the Proponent is a partnership/joint venture or a sole proprietorship, the individual majority interest holder in the partnership/joint venture or, in the case of a sole proprietorship the individual that will be responsible for the operation of the food and beverage concessions, must have the experience required above and present evidence of that experience in its proposal.

c. Part 1, Section 9.2. Proposal Guarantee reads:

The Proposal Guarantees will be retained by City until all documents necessary to such Contract have been executed or provided by the successful Proponent. All Proposal Guarantees will be returned to proposers who do not receive a contract no later than the ninetieth (90th) day after the contract award date. Each Proponent agrees that, if it is awarded the Concessions Agreement and fails to execute it and provide all other documents required to consummate the transaction within fifteen (15) days of the date the City provides a final, executable version of the Concessions Agreement, City will retain the Proposal Guarantee as liquidated damages and not as a penalty.

Replace with:

The Proposal Guarantees will be retained by City until all documents necessary to such Contract have been executed or provided by the successful Proponent. All Proposal Guarantees will be returned to proposers who do not receive a contract no later than the ninetieth (90th) day after the contract award date. Each Proponent agrees that, if it is awarded the Concessions Agreement and fails to execute it and provide all other documents required to consummate the transaction within ten (10) days of the date the City provides a final, executable version of the Concessions Agreement, City will retain the Proposal Guarantee as liquidated damages and not as a penalty.

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5); FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson Atlanta International Airport**

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d. Part 1, Section 10. Procurement Questions; Prohibited Contacts reads:

Procurement Questions; Prohibited Contacts: Any questions regarding this RFP should be submitted in writing to the City's contact person, **Carla M. Cail, Contracting Officer**, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail **ccail@atlantaga.gov**, on or before **Tuesday, April 12, 2011, at 5:00 PM, EST**. Questions received after the designated period will not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at www.atlantaga.gov and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

Replace with:

Procurement Questions; Prohibited Contacts: Any questions regarding this RFP should be submitted in writing to the City's contact person, Carla M. Cail, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail ccail@atlantaga.gov, on or before Tuesday, April 12, 2011, at 5:00 PM, EST. Questions received after the designated period will not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at www.atlantaga.gov and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing. Notwithstanding anything contained in this section, to the extent clarification of any Proposal information is required, the City's contact person, along with one or more

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members of the evaluation team, may contact the Proponent's representative to request such clarification.

e. Part 1, Section 18, Prohibition on Exclusive Subconcessionaire Agreements reads:

The City's Procurement and Real Estate Code and the public procurement process defined therein is designed to foster effective broad-based competition for public procurement within the free enterprise system. The City of Atlanta believes that exclusivity arrangements between prime concessionaires and subconcessionaires during the procurement process are inconsistent with this objective. Accordingly, Proponent may not take steps to restrict the ability of any subconcessionaire or potential subconcessionaire to participate as a subconcessionaire to any other prime concessionaire submitting a proposal in response to this RFP or any other Airport Food & Beverage RFP issued by the City contemporaneously herewith. Proponent shall submit with its proposal a fully executed Form 13 – "Certification Regarding Exclusive Subconcessionaire Agreements", contained in Part 4 of this RFP.

Replace with:

The City's Procurement and Real Estate Code and the public procurement process defined therein is designed to foster effective broad-based competition for public procurement within the free enterprise system. The City of Atlanta believes that exclusivity arrangements between prime concessionaires and subconcessionaires during the procurement process are inconsistent with this objective. Accordingly, Proponent may not take steps to restrict the ability of any subconcessionaire or potential subconcessionaire to participate as a subconcessionaire to any other prime concessionaire submitting a proposal in response to this RFP or any other Airport Food & Beverage RFP issued by the City contemporaneously herewith. It is not the City's intention to impose restrictions on franchise or licensing arrangements. Proponent shall submit with its proposal a fully executed Form 13 – "Certification Regarding Exclusive Subconcessionaire Agreements", contained in Part 4 of this RFP.

f. Part 1, Exhibit A; Scope of Concessions Services.

Retail Packages Nos. 1 & 2 (FC-5227 & FC-5228), Part 1, Exhibit A, Scope of Concessions Services, Section 3, Specific Uses, description of all "Specialty Retail" concepts reads:

The above locations will be nationally or internationally branded or locally or regionally recognized specialty retail locations concentrating on a variety of high quality merchandise designed to appeal to the international and domestic travelers.

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5); FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson Atlanta International Airport**

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Replace with:

The above locations will be nationally or internationally branded or locally or regionally recognized specialty retail locations concentrating on a variety of high quality merchandise designed to appeal to the international and domestic travelers. A “nationally branded” concept is defined as operating at least 100 stores in a minimum of 10 states. An “internationally branded” concept is one that has three or more locations located outside the U.S.A., with possibly no US domestic locations. A “regionally recognized” concept is a concept having locations in more than 2 cities in the United States. A “locally recognized” concept is a concept having locations in up to 2 cities in the United States, all of which are within 500 miles of Atlanta.

2. PART 2: ; Contents of Proposals/Required Submittals

a. Part 2, section 2.2.3.2.9 reads:

Color photographs of existing stores and or renderings illustrating proposed store design, submitted in “8 ½ x 11 ½” or “11x 17” format as part of the bound Proposal; (Submit as attachment to Form 9).

Replace with:

Color photographs of existing stores and or renderings illustrating proposed store design, submitted in “8 ½ x 11” or “11x 17” format as part of the bound Proposal; (Submit as attachment to F0rm 9).

3. PART 4: Submittal Forms.

- a. Delete: Form 13: Certification Regarding Exclusive Subconcessionaire Agreements.**

Replace with:

Exhibit 1: Revised Form 13: Certification Regarding Exclusive Subconcessionaire Agreements.

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5); FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson Atlanta International Airport**

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4. **PART 5: Concessions Agreement.**

- a. **Food & Beverage Package 5 (FC-5195)**, the first sentence of Part 5, Section 1.1.1. Description of Premises reads:

Concessionaire shall be entitled to occupy and use, for the purposes set forth herein, the following premises ("Premises" hereinafter refer to the total square feet under this agreement on the Commencement Date) consisting of approximately 41,063 square feet in the Atrium and Concourse F of Hartsfield-Jackson Atlanta International Airport (the "Airport"), and as further depicted in Exhibit A, as follows:

Replace with:

*Concessionaire shall be entitled to occupy and use, for the purposes set forth herein, the following premises ("Premises" hereinafter refer to the total square feet under this agreement on the Commencement Date) consisting of approximately **41,254** square feet in the Atrium and Concourse F of Hartsfield-Jackson Atlanta International Airport (the "Airport"), and as further depicted in Exhibit A, as follows:*

- b. **Food & Beverage Package 5 (FC-5195)**, the first sentence of Part 5, Section 1.1.1. Description of Premises reads (in part):

<u>Space</u>	<u>Location</u>	<u>Approximately Sq/Ft</u>
F-F10	F	3000

Replace with:

<u>Space</u>	<u>Location</u>	<u>Approximately Sq/Ft</u>
<i>F-F10</i>	<i>F</i>	<i><u>3191</u></i>

- c. **All Food & Beverage Concessions Packages (FC-5191 through FC-5199)**, the last sentence of Part 5, Section 3.7: Customer Service reads:

Concessionaire shall use compostable serviceware along with consumer facing packaging and source separate all food service wastes for direct transport to off-airport composting facilities.

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5); FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson Atlanta International Airport**

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Replace with:

Concessionaire shall use compostable serviceware along with consumer facing packaging and source separate all food service wastes for direct transport to off-airport composting facilities. Costs attributable to Concessionaire for complying with the waste separation initiative will not exceed \$10 per square foot over and above trash removal and recycling costs, including labor and dumpster fees, assessed to Concessionaires in 2011.

- d. **Food & Beverage Packages Nos. 5 & 7 (FC-5195 & FC-5197) and Retail Concessions Packages Nos. 1 & 2 (FC-5227 & FC-5228), Part 5, Section 5.1.4 reads:**

Rent will be paid monthly in advance, beginning on the Commencement Date, except as provided in the section titled "Commencement Date; Term. Concessionaire will pay one-twelfth (1/12th) of the Minimum Annual Guarantee on the first day of each month. By the 10th day of each month, Concessionaire will submit a report, in a form provided by the Department of Aviation, of actual Gross Receipts received during the previous month along with the calculation of Percentage Rent for such previous month and if greater than the previously paid MAG, a check representing the additional rent owed as a result of such Percentage Rent calculation.

Replace with:

Rent will be paid monthly in advance, beginning on the Commencement Date, except as provided in the section titled "Commencement Date; Term" and as provided in section 7.3.2. Concessionaire will pay one-twelfth (1/12th) of the Minimum Annual Guarantee on the first day of each month. By the 10th day of each month, Concessionaire will submit a report, in a form provided by the Department of Aviation, of actual Gross Receipts received during the previous month along with the calculation of Percentage Rent for such previous month and if greater than the previously paid MAG, a check representing the additional rent owed as a result of such Percentage Rent calculation.

- e. **Food & Beverage Packages Nos. 5 & 7 (FC-5195 & FC-5197) and Retail Concessions Packages Nos. 1 & 2 (FC-5227 & FC-5228), Part 5, Section 7.3.2 reads:**

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5); FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson Atlanta International Airport**

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Notwithstanding anything else in this Concessions Agreement, all aspects of Concourse F construction shall be completed within one hundred and fifty (150) days of the date on which the portion of the Premises located on Concourse F are made available to Concessionaire for construction.

Replace with:

Notwithstanding anything else in this Concessions Agreement, all aspects of Concourse F construction shall be completed within one hundred and fifty (150) days of the date on which the portion of the Premises located on Concourse F are made available to Concessionaire for construction. If Concessionaire completes construction and is ready for business at ALL Concourse F locations within the Premises on or before April 1, 2012, Concessionaire shall be entitled to operate its Concourse F locations within the Premises rent-free through June 30, 2012. Concessionaire shall pay O&M charges, marketing fees, and other non-rental charges during this period. In such a case, Concessionaire's rental obligations for its Concourse F locations within the Premises shall begin on July 1, 2012.

- f. **Food & Beverage Packages Nos. 5 & 7 (FC-5195 & FC-5197) and Retail Concessions Packages Nos. 1 & 2 (FC-5227 & FC-5228), Part 5, Section 7.4, Liquidated Damages reads:**

Failure by Concessionaire to complete the construction in the timeframe in accordance with the transition plan attached as Exhibit G shall result in the payment of liquidated damages of \$5,000 per location per day, which shall be in addition to the payment of the required Rent and which the parties acknowledge is a reasonable estimate of the estimate of the damage incurred by the City for such delay. Failure by the Concessionaire to complete the construction in the timeframe as outlined in section 7.2.3 as required during the renewal shall result in the payment of liquidated damages of \$3,000 per location per day, which shall be in addition to the payment of the required Rent and which the parties acknowledge is a reasonable estimate of the damage incurred by the City for such delay.

Replace with:

Failure by Concessionaire to complete the construction in the timeframe provided in the transition plan attached as Exhibit G or, with respect to locations on Concourse F, as provided in Section 7.3.2 shall result in the payment of liquidated damages of \$5,000 per location per day, which shall be in addition to the payment of the required Rent and which the parties acknowledge is a reasonable estimate of the damage incurred by the City for such delay. Failure by the Concessionaire to complete the construction in the timeframe as outlined in section 7.2.3 as required during the

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5); FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson Atlanta International Airport**

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renewal shall result in the payment of liquidated damages of \$3,000 per location per day, which shall be in addition to the payment of the required Rent and which the parties acknowledge is a reasonable estimate of the damage incurred by the City for such delay.

5. **PART 5: Exhibits**

- a. **Food & Beverage Concession No. 5 (FC-5195), Part 5, Exhibit A**; Description of Premises, LOD for Space F-F10.

Replace with:

Exhibit 2: Revised LOD for Space F-F10.

- b. **Part 5, Exhibit G**; Transition Plan

Replace with:

Exhibit 3: Revised Exhibit G; Transition Plan

B. EXHIBITS

Exhibit 1; Revised Form 13: Certification Regarding Exclusive Subconcessionaire Agreements
Exhibit 2; Revised LOD for Space F-F10
Exhibit 3; Revised Exhibit G: Transition Plan

C. CLARIFICATION OF ANSWERS PROVIDED IN ADDENDUM NO. 1

Question Nos. below refer to questions and responses contained in Addendum No 1.

- a. Question #30 Are CAD files available?
Response *In most cases, As-Built CAD files are available.*
- Question #186 Will CAD files be available for the Lease Outline Drawings?
Response *In many cases the City will be able to provide CADD files. If a CADD file is not available for a space, the DOA will provide a set of drawings.*

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);
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CLARIFICATION: CAD files, to the extent available, will be provided only to successful proponents upon the completion of the evaluation of proposals by the City.

- b. Question #69 Will use of 11 X 17 (or other sizes besides 8 ½ X 11) be allowed for graphics, charts, etc.?

Response No.

CLARIFICATION: Yes. Per section 2.2.3.2.9, Color photographs of existing stores and or renderings illustrating proposed store design, submitted in 8 ½ x 11 ½” or “11x 17 format will be accepted.

- c. Question #216 In Part I of the RFP, Section 19 (Offset of Certain Taxes) it states, “It is the City’s intent, to the extent the County is successful in collecting such taxes, to permit the successful proponent to pass this tax liability on to its customers directly in a manner to be determined by the City at a later time.” The draft Food and Beverage lease included in the Request for Proposal does not mention the “tax liability” in the lease. Will the Food and Beverage lease be amended to address the offset of these taxes? How does the City intend to pass this tax liability on to the customers? Will the City allow the successful proponent to charge in excess of the “street plus 10%” pricing policy? Will there be a special sales tax implemented for food and beverage sold at the airport to compensate for the tax liability?

Response *As stated. the City will make and communicate a final decision on this issue to Concessionaires at a later time.*

- Question #217 Should the proponent be made aware of any other municipalities, i.e. the City of College Park, that plan on or are assessing any new taxes on concessionaire’s leases and improvements at the airport? If another municipality, other than Clayton County, is successful in assessing tax liabilities, will the City offset these taxes as discussed in the proceeding question?

Response *The City of Atlanta will decide the matter at a later time.*

Re: **FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);
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CLARIFICATION: To the extent Clayton County or the City of College Park seeks to assess an ad valorem tax on Concessionaires' possessory interests in their Premises, where taxes were not assessed on such interests prior to 2010, the City expects to authorize a direct pass-through to Concessionaires' customers at the time of sale in an annual amount not to exceed Concessionaires' actual tax liability for such year. Amounts collected will not be included in gross receipts for purposes of calculating rent to the City. Concessionaires may not charge in excess of "street plus 10%".

- c. Question #299 How does the City first source jobs program work with the incumbent workforce and the worker retention expectations of the RFP?
- Response *First Source will allow the incumbent concessions workforce to register, whether or not they reside in the City of Atlanta and will work with successful proponents to register and document any of the incumbent workforce hired. Those that are switched will be considered new hires, which will count towards the 50% requirement set forth in the First Source Jobs ordinance.*

CLARIFICATION: Additional information about the First Source Jobs Program, as applied to the Food & Beverage and Retail procurements is as follows:

1. *The Atlanta Workforce Development Agency ("AWDA"), through the First Source program, will offer transitional services to all current Airport Concessions Employees who are displaced by new agreements resulting from the pending procurements. While these services are generally only available to City of Atlanta residents, AWDA has adjusted the program, in this case, to provide opportunities for all impacted concessions workers, regardless of their place of residence.*
 - a. *Beginning September 1, 2011, all employees that are expected to be directly affected by the transition will be notified through their current employers.*
 - b. *First Source will accept registration forms and resumes from incumbent workers and will add them to the First Source database by job type.*
 - c. *Successful proponents will be required to hire 50% of entry level positions created from the First Source database.*

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- 2. Displaced employees may avail themselves of AWDA career counselors for individual career guidance and assistance in obtaining training designed to increase employability.*
 - 3. AWDA will conduct a Job Fair on or around September 21, 2011 to actively promote the transition effort. This Job Fair will be advertised to incumbent employees through flyers distributed at the Airport as well as directly to concessions managers through our regular monthly compliance meetings with all concessionaires. Additional Job Fairs will be held on a weekly basis and advertised on AWDA's website.*
 - 4. All Airport concessionaires will be encouraged by the City of Atlanta to continue to hire new employees through the First Source program throughout the term of their Agreements. We will also communicate this through our regular monthly compliance meetings.*

Exhibit 1

**Revised Form 13: Certification Regarding
Exclusive Subconcessionaire Agreements**

Form 13; Certification Regarding Exclusive Subconcessionaire Agreements

Proponent hereby certifies that, as of the Proposal Deadline set forth in Part 1, section 7 of this RFP (as amended by any addenda), neither Proponent nor any entity comprising Proponent is a party to any agreement with, or otherwise imposes any condition on, any subcontractor or prospective subcontractor, which seeks to restrict the ability of such subcontractor to participate as a subcontractor to any other Proponent that may submit a proposal in response to this RFP or any other Airport Food & Beverage or Retail RFP issued by the City contemporaneously herewith.

This certification pertains only to exclusive arrangements between Proponent and any actual or prospective subcontractor(s). It shall not restrict Proponent's right to enter into or maintain exclusive franchise or licensing arrangements nor shall it prohibit Proponent from requiring that prospective subcontractors enter into appropriate nondisclosure agreements governing proprietary information provided by Proponent to subcontractor related to this RFP.

Dated the _____ day of _____, 20__.

Corporate Proponent:
[Insert Corporate Name]

By: _____
Name: _____
Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____
Name: _____
Title: _____

Notary Public (Seal)

My Commission Expires: _____

Exhibit 2

Revised LOD for Space F-F10

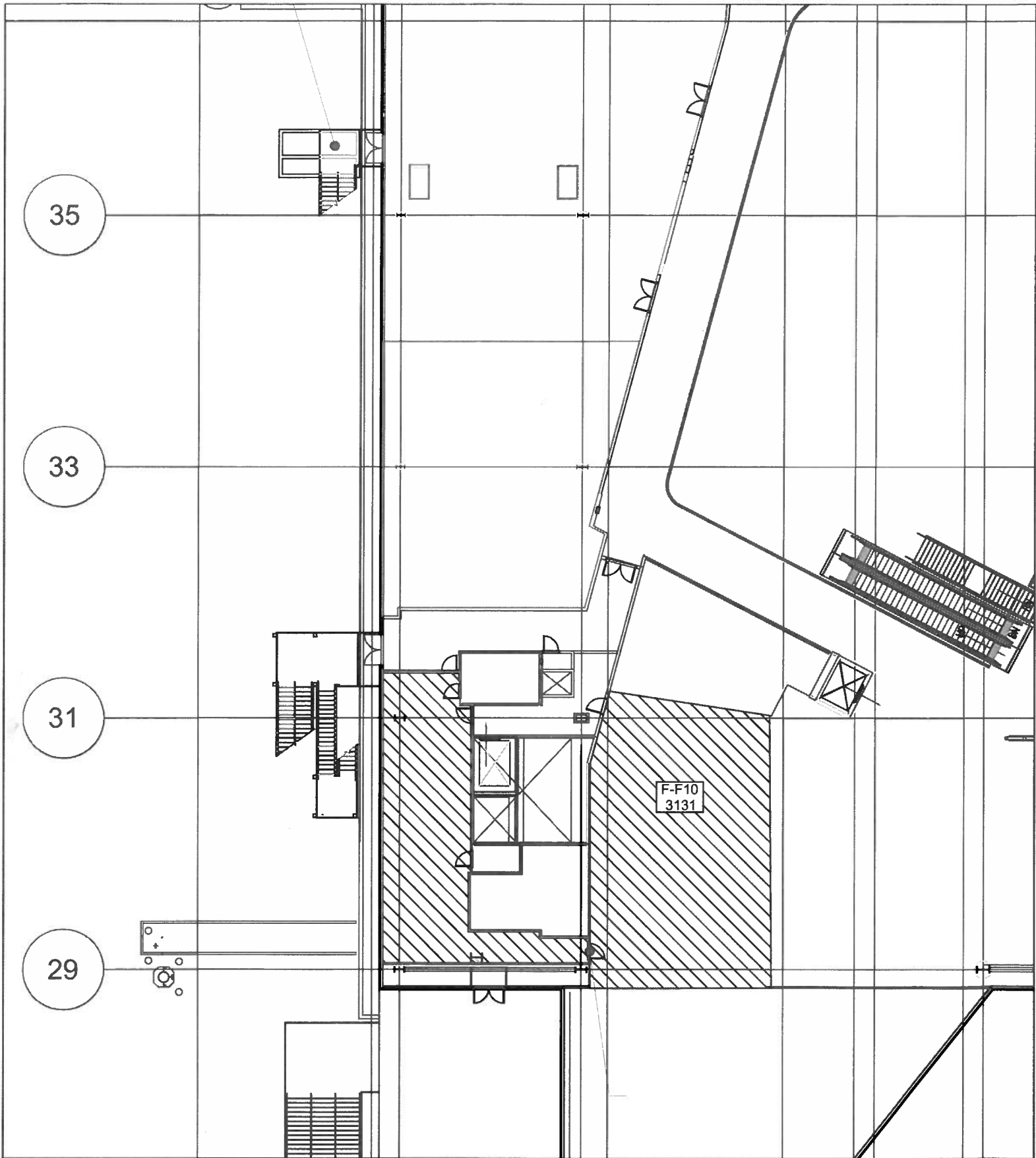


Exhibit 3

Revised Exhibit G: Transition Plan

[illegible]

				Phase 1			Phase 2			Phase 3			Phase 4			Phase 5		
Conc. D																D-F15 (881 s.f.)	New	
																D-F16	New	
																D-F17	New	
																D-F18	New	
Package 5																		
ATRIUM							Café DelSol / Future (ATR-F11)	N	Concession Paschal	Dominos (ATR-F4)	FC	Concession Paschal	Houlihan's (ATR-F8)	N	Concession Paschal	Atlanta Bread (ATR-F7)		Concession Paschal
							Future (ATR-F11)	N	(New Space)	becomes Southern Quick Serve (456 s.f.)			becomes Casual Dining (12,494 s.f.)			becomes Sand/Salad (2,572 s.f.)		
							becomes Fast Casual Dining											
							Edy's / Future (ATR-F5)	S	Concession Paschal	Wendy's (ATR-F3)	FC	Concession Paschal	Seattle's Best (ATR-F6)	N	Concession Paschal	Paschal's (ATR-F1)	FC	Concession Paschal
							Future (ATR-F12)	S	(New Space)	becomes Hamburger (843 s.f.)			becomes Frozen Dessert (350 s.f.)			becomes Quick Serve (546 s.f.)		
							becomes Gourmet Market (1,511 s.f.)			Asian Chao (ATR-F2)	FC	Concession Paschal						
							Coffee (653 s.f.)			becomes Ethnic (621 s.f.)								
							Food court Seating (972 s.f.)											
MHJIT	Future (F-F2)		(New Space)	* See attached MHJIT schedule														
	becomes Coffee Bakery (1,320 s.f.)																	
	Future (F-F3)		(New Space)															
	becomes Coffee Bakery (753 s.f.)																	
	Future (F-F4)		(New Space)															
	becomes Fast Casual (677 s.f.)																	
	Future (F-F5)		(New Space)															
	becomes Fast Casual (700 s.f.)																	
	Future (F-F6)		(New Space)															
	becomes Fast Casual (701 s.f.)																	
	Future (F-F7)		(New Space)															
	becomes Fast Casual (890 s.f.)																	
	Future (F-F7)		(New Space)															
	becomes Fast Casual (890 s.f.)																	
	Future (F-F10)		(New Space)															
	becomes Restaurant (3,000)																	
	Future (F-F11)		(New Space)															
	becomes Food court (890 s.f.)																	
	Future (F-F12)		(New Space)															
	becomes Food Court (3,830 s.f.)																	
	Future (F-F13)		(New Space)															
	becomes Food Court Seating (3,830 s.f.)																	
									</									

[illegible]

Exhibit G (continued)

MHJIT Submittal and Construction Schedule

Food & Beverage packages 5 and 7

Retail Packages 1 and 2

The following schedule shall apply to all Food & Beverage and Retail Concessions locations in the new Concourse F.

<u>Item</u>	<u>Package 5</u>	<u>Retail 1 & 2</u>	<u>Package 7</u>
Concept Meeting with DOA	10/24/11	11/7/11	12/1/11
30% Drawings Meeting with DOA	11/1/11	11/15/11	12/8/11
100% Drawings submitted to DOA	12/1/11	12/15/11	12/20/11
Final Revisionsto 100% Drawings	12/15/11	12/29/12	1/5/12
Obtain a City of Atlanta Construction Permit	1/8/12	1/9/12	1/13/12
Pre-Construction Meeting	1/9/12	1/10/12	1/17/12
Start Construction	1/15/12	1/16/12	1/23/12
Complete Construction	3/30/12	3/30/12	3/30/12
Obtain Certificate of Occupancy	4/1/12	4/1/12	4/1/12
Open for business	4/15/12	4/15/12	4/15/12